

Standard Terms

1. The License permits Use of the Premises only as described in the License and for no other purposes. Licensee shall have access to the Premises for 2 hours prior to the Time to Prepare for Use. Licensee shall remove at the expiration of the Time all property of any kind which Licensee or any persons have moved to the Premises and failure to remove such property shall be deemed Licensee's continuing occupation of the Premises.
2. The Premises shall be delivered to Licensee "as is" with no warranty or representations of any kind. Notwithstanding the foregoing, LLC agrees to:
 - A. permit Use of the Premises by Licensee (peaceably and quietly) for the Time.
 - B. furnish at LLC's expense light, heat, and air conditioning, operating toilet facilities, and kitchen facilities.
3. Licensee agrees:
 - A. Licensee and its guests and/or licensees will comply with all applicable laws, regulations, ordinances, and any other rules ("Rules") of any governmental entity, including but not limited to the City of New Orleans, the Parish of Orleans, the Vieux Carre Commission, the State of Louisiana and the United States ("Government Bodies"). Licensee will pay for and obtain all permits required by any Government Bodies and Licensee will not do so, or suffer to be done, anything in connection with the license in violation of any Rules of any Government Bodies ("Violation") and will immediately correct any Violation if such should occur. LLC reserves the right to terminate the License for any Violation or correct any such Violation through any means LLC deems appropriate and no such actions will give Licensee any rights against LP of any kind, for refund or otherwise.
 - B. Licensee assumes full responsibility for the character, acts, and conduct of all persons admitted to the Premises under and License and shall (as between Licensee and LLC) be solely responsible for all loss, cost or damage to the Premises or other persons caused by any such persons. Licensee shall not permit more than 150 persons on the Premises at any time during the Time. Licensee shall not obstruct (i) the entry or exit or any other ways of access to or from the Premises or (ii) the public utilities or lighting fixtures in or on the Premises. LLC reserves the right to eject any persons who are acting in any manner LLC deems objectionable and Licensee shall have no rights of any kind against LLC for any such ejection, for refund or otherwise.
 - C. Neither Licensee nor any persons admitted to the Premises under the License will cause any

D. damage or injury to the Premises or any other persons and will not, in particular, but not by way of limitation, permit any nails, hooks or other devices to be driven into the walls and will make no alteration to the Premises of any kind or character whatsoever ("Damage"). No materials shall be physically attached to the Premises without our written consent. No flammable materials or decorations may be used on the Premises. If there is a Damage by any act, default or negligence of Licensee or persons admitted to the Premises under the License, Licensee will pay to LLC upon demand such sums as LLC reasonably determines are necessary to restore the Premises to the condition which the Premises were delivered to the Licensee. For all purposes under the License, the Premises shall include the building, the outside areas, trade fixtures, tables, chairs, cooking facilities and any other personal property on the Premises owned by LLC.

E. Licensee will indemnify and hold LLC harmless from any and all loss, damage, cost, suits, claims, or expense (including reasonable attorneys fees) arising out of or based upon Licensee's Use of the Premises.

4. LLC shall hold the Deposit as security for Licensee's performance of all the terms of the License. The Deposit shall be returned to Licensee within 2 days after expiration of the Time less any amounts due to LP from Licensee under the terms of the License. The deposit shall be held by LLC in LLC's general funds and shall not bear interest or otherwise be held in any fiduciary capacity. In addition, Licensee shall pay LLC \$750 for each hour by which Licensee's Use of the Premises shall extend beyond the Time and such amounts may also be recovered from the Deposit or, at LLC's election, paid to LLC on demand.
5. All of LLC's obligations to Licensee under the License shall be subject to any unforeseen events of force majeure outside of LLC's control, including but not limited to fire, casualty, weather (hurricanes, floods, etc.) or strike which prevent LLC's performance of the License and Licensee shall have no rights against LLC for any damage caused by LLC's inability to perform by reason of any such events.
6. LLC may terminate the license at any time Licensee is in breach of the terms hereof. Time is of the essence of the License. All payments due from Licensee must be paid on the date due or within 48 hours thereof.
7. In the event of any action, suit or proceeding brought by us under the License in which LLC shall prevail, Licensee shall (in addition to any other amounts due to LP) pay LLC's reasonable attorneys fees and costs in connection with such action, suit or proceeding. The License shall be interpreted in accordance with the laws of the State of Louisiana.
8. The License represents the entire understanding of the parties and supersedes all other oral or written statements with respect to the subject matter hereof. There shall be no modification, waiver, amendment or alteration of the License except in writing signed by the party to be charged.